

# State of New Hampshire

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Form 21  
RSA 293-A:11.05

## ARTICLES OF MERGER OF DOMESTIC CORPORATIONS

Atlas PyroVision Entertainment Group, Inc.  
(surviving corporation)

PURSUANT TO THE PROVISIONS of the New Hampshire Business Corporation Act, the undersigned corporations adopt the following articles of merger for the purpose of merging them into one of such corporations:

FIRST: The plan of merger was approved by each of the undersigned corporations in the manner prescribed by the New Hampshire Business Corporation Act. **THE PLAN OF MERGER IS ATTACHED.**  
(Note 1)

Name of Corporation: Atlas Pyrovision Productions, Inc.

- (Check one) A. ☒ Shareholder approval **was not** required.  
B. ☐ Shareholder approval **was** required. (Note 2)

Designation (class or series) of <u>voting group</u>	No. of shares <u>outstanding</u>	Total no. of votes entitled <u>to be cast</u>	Total no. of votes cast <u>FOR</u> <u>AGAINST</u>	<u>OR</u>	Total no. of undisputed votes <u>FOR</u>
Common	50				50

\*\*\*\*\*

Name of Corporation: Atlas PyroVision Entertainment Group, Inc.

- (Check one) A. ☒ Shareholder approval **was not** required.  
B. ☐ Shareholder approval **was** required. (Note 2)

Designation (class or series) of <u>voting group</u>	No. of shares <u>outstanding</u>	Total no. of votes entitled <u>to be cast</u>	Total no. of votes cast <u>FOR</u> <u>AGAINST</u>	<u>OR</u>	Total no. of undisputed votes <u>FOR</u>
Common	150				150

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SECOND: The number of votes cast for the plan by each voting group was sufficient for approval by each voting group.

THIRD: The aggregate number of shares, which the surviving corporation has authority to issue as a result of the merger is: 1,000

Atlas Pyrovision Productions, Inc. (Note 3)  
(Corporate Name)

Sarah C Bergeron (Note 4)  
(Signature)

Sarah Bergeron  
(Print or type name)

President (Note 4)  
(Title)

Date signed: December 16, 2014

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Atlas PyroVision Entertainment Group, Inc. (Note 3)  
(Corporate Name)

Sarah C Bergeron (Note 4)  
(Signature)

Sarah C. Bergeron  
(Print or type name)

President (Note 4)  
(Title)

Date signed: December 16, 2014

- Notes:
1. The Plan of Merger must be submitted with this form.
  2. All sections under "B" must be completed. If any voting group is entitled to vote separately, give respective information for each voting group. (See RSA 293-A:1.40 for definition of voting group.)
  3. Exact corporate names of respective corporations executing the Articles.
  4. Signature and title of person signing for the corporation. Must be signed by chairman of the board of directors, president or other officer; or see RSA 293-A:1.20(f) for alternative signatures.

DISCLAIMER: All documents filed with the Corporation Division become public records and will be available for public inspection in either tangible or electronic form.

Mail fee and **DATED AND SIGNED ORIGINAL (INCLUDING PLAN OF MERGER)** to: Corporation Division, Department of State, 107 North Main Street, Concord NH 03301-4989. Physical location: 25 Capitol Street, 3<sup>rd</sup> Floor, Concord, NH 03301.

AGREEMENT AND PLAN OF MERGER

OF

ATLAS ADVANCED PYROTECHNICS, INC.  
(a New Hampshire corporation)

and

ATLAS PYROVISION PRODUCTIONS, INC.  
(a New Hampshire corporation )

and

ATLAS FIREWORKS FACTORY, INC.  
(a New Hampshire corporation)

And

ATLAS PROPERTY MANAGEMENT, LLC  
(a New Hampshire limited liability company)

with and into

ATLAS PYROVISION ENTERTAINMENT GROUP, INC.  
(a New Hampshire corporation)

THIS AGREEMENT AND PLAN OF MERGER (hereinafter "Agreement") entered into as of the 16<sup>th</sup> day of December, 2014, by and among ATLAS ADVANCED PYROTECHNICS, INC. (hereinafter "AAP"), a New Hampshire corporation, ATLAS PYROVISION PRODUCTIONS, INC. (hereinafter "APP"), a New Hampshire corporation, ATLAS FIREWORKS FACTORY, INC. (hereinafter "AFF,"), a New Hampshire corporation, and ATLAS PROPERTY MANAGEMENT, LLC (hereinafter "APM"), a New Hampshire limited liability company, (AAP, APP, AFF, and APM hereinafter collectively the "Pre-existing Entities") and together with ATLAS PYROVISION ENTERTAINMENT GROUP,

INC. (hereinafter the "Surviving Entity"), a New Hampshire corporation, (the Pre-existing Entities and the Surviving Entity hereinafter collectively known as the "Parties").

**WITNESSETH:**

WHEREAS, AAP is a corporation duly organized and existing under the laws of the State of New Hampshire formed on or about February 21, 1990, having authorized capital stock of Three Hundred (300) shares of no par value common stock, and having a principal place of business in Jaffrey, New Hampshire; and

WHEREAS, APP is a corporation duly organized and existing under the laws of the State of New Hampshire, having been formed on or about March 19, 1997, having authorized capital stock of Three Hundred (300) shares of no par value common stock, and having a principal place of business in Jaffrey, New Hampshire; and

WHEREAS, AFF is a corporation duly organized and existing under the laws of the State of New Hampshire, formed on or about March 19, 1997, having authorized capital stock of Three Hundred (300) shares of no par value common stock, and having a principal place of business in Jaffrey, New Hampshire; and

WHEREAS, APM is a limited liability company duly organized and existing under the laws of the State of New Hampshire, formed on January 23, 2009 by the filing of a Certificate of Formation with the New Hampshire Secretary of State, and having a principal place of business in Jaffrey, New Hampshire; and

WHEREAS, the Surviving Entity is a corporation duly organized and existing under the laws of the State of New Hampshire, having been formed on or about October 3, 2014, with an effective date of January 1, 2015, and having authorized capital stock of One Thousand (1,000) shares of no par value common stock, and having a principal place of business in Jaffrey, New Hampshire; and

WHEREAS, the Parties have determined that it would be in the best interests of the Parties to merge the Pre-existing Entities into the Surviving Entity (the "Merger") and thereafter carry on the business of the Parties as the business of the Surviving Entity; and

WHEREAS, the Parties are engaging in the Merger for valid business purposes that are in the best interests of the Parties; and

WHEREAS, the Board of Directors of AAP, APP, and AFF each have recommended the Merger to their respective shareholders, and the sole shareholder of AAP, APP and AFF entitled to vote with regard to the Merger, to wit: Stephen T. Pelkey, has unanimously voted in favor thereof and has authorized and approved the Merger and has authorized and approved the execution of this Agreement in accordance with the New Hampshire Business Corporation Act; and

WHEREAS, the sole Member of APM, to wit: Stephen T. Pelkey, has authorized and approved the Merger and has authorized and approved the execution of this Agreement in accordance with the New Hampshire Business Corporation Act and the New Hampshire Revised Limited Liability Company Act;

WHEREAS, the laws of the State of New Hampshire under which the Pre-existing Entities are organized, permit such a merger; and

WHEREAS, For federal income tax purposes, it is intended that the Mergers shall qualify as a reorganization under the provisions of Section 368(a) (1)(A) of the Internal Revenue Code of 1986, as amended (the "Code"), and this Plan of Merger is intended to be and is adopted as a "Plan of Reorganization" for the purposes of Sections 354 and 361 of the Code..

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Terms and Conditions.** AAP, APP and AFF shall be merged into the Surviving Entity in accordance with the provisions of the New Hampshire Business Corporation Act, and APM shall be merged into the Surviving Entity in accordance with the provisions of the New Hampshire Business Corporation Act and the New Hampshire Revised Limited Liability Company Act. The Surviving Entity shall continue in existence with all of its purposes, powers, objects, and rights, which shall continue unaffected and unimpaired by the Merger, except as specifically provided herein. Upon the effective date and time of the merger as described in Section 8 of this Agreement, each of the Pre-existing Entities shall be merged into the Surviving Entity, and the separate existence of each of the Pre-existing Entities shall cease, except insofar as it may be continued by statute or in order to carry out the purposes of this Agreement, and the Surviving Entity shall continue to exist by virtue of and shall be governed by the laws of the State of New Hampshire. All rights, franchises, title and interests in and to all assets, properties and rights of every type and description of the businesses previously conducted by any or all of

the Pre-existing Entities, whether real, personal, or mixed, and whether tangible or intangible, including without limitation all goodwill, materials, files, research, development, know-how, records, systems and processes, trade secrets, trademarks trade names, patents, copyrights, and interests thereunder, and any and all other proprietary secret or confidential information, leases of real, personal, or mixed property, contracts and arrangements for work to be performed, and all other assets of such businesses as of the effective date of the Merger as described in Section 8 of this Agreement, whether or not specifically referred to herein, shall be transferred to and vested in the Surviving Entity by virtue of the Merger, without further act or deed.

All rights, title, and interests of any or all of the Pre-existing Entities in and to every type of property and choses in action shall be transferred to and vested in the Surviving Entity by virtue of the Merger, without further act or deed, and all claims, demands, property, and other interests of any or all of the Pre-existing Entities shall be the property of the Surviving Entity, and title to all real estate and leasehold interests vested in any or all of the Pre-existing Entities, if any, shall not revert or be in any way impaired by reason of the Merger, but shall be vested in the Surviving Entity.

The rights of the creditors of any of the Parties shall not in any way be impaired, nor shall any liability or obligation, including taxes due or to become due, or any claim or demand in any cause, existing against any of the Parties, or any Shareholders thereof, be released or impaired by the Merger, but the Surviving Entity shall be deemed to have assumed and shall be liable for all liabilities and obligations of any or all of the Pre-existing Entities in the same manner and to the same extent as if such Surviving Entity had itself incurred such liabilities or obligations.

2. **Name of Surviving Entity.** The name of the Surviving Entity shall be ATLAS PYROVISION ENTERTAINMENT GROUP, INC.
3. **Principal Place of Business.** The principal place of business of the Surviving Entity shall be 136 Old Sharon Road, Jaffrey, New Hampshire.
4. **Articles of Incorporation.** The Articles of Incorporation of the Surviving Entity in effect immediately prior to the Effective Date of the Merger shall continue to be the Articles of Incorporation of the Surviving Entity unless and until amended by appropriate action of the Surviving Entity in accordance with applicable law.
5. **Bylaws.** The Bylaws of the Surviving Entity in effect immediately prior to the effective date of the Merger shall be the Bylaws of the Surviving Entity unless and until amended by appropriate action of the Surviving Entity in accordance with applicable law.
6. **Directors and Officers of the Surviving Corporation.** The Board of Directors and Officers of the Surviving Entity shall be identical to the Board of Directors and Officers of the Surviving Entity immediately prior to the effective date of the merger. The officers of the Surviving Entity shall be identical to the officers of the Surviving Entity immediately prior to the Effective Date of the Merger.
7. **Conversion of Shares.** The basis and manner of converting shares of the corporations shall be as follows:

- A. Each of the fifty (50) shares of common stock of AAP issued and outstanding immediately prior to the effective date of the merger shall remain outstanding and



shall not be affected by the Merger, and the remaining authorized but unissued shares of common stock of AAP shall remain so authorized.

- B. Each of the fifty (50) shares of common stock of APP issued and outstanding immediately prior to the effective date of the merger shall remain outstanding and shall not be affected by the Merger, and the remaining authorized but unissued shares of common stock of APP shall remain so authorized.
- C. Each of the fifty (50) shares of common stock of AFF issued and outstanding immediately prior to the effective date of the merger shall remain outstanding and shall not be affected by the Merger, and the remaining authorized but unissued shares of common stock of AFF shall remain so authorized.
- D. After the effective date of the Merger: (i) each holder of a certificate or certificates representing ownership of shares of the common stock of AAP, APP and AFF shall surrender such certificate or certificates to the Surviving Entity, (ii) each holder of Membership Rights in APM shall surrender, assign and transfer all of said holder's Membership Rights in APM to the Surviving Entity, and (iii) each holder of said certificates of stock and each holder of said Membership Rights shall receive in exchange therefor a certificate or certificates representing ownership of one share of the common stock of the Surviving Entity for each share of common stock of AAP, APP and AFF, and one share of common stock of the Surviving Entity for the Membership Rights in APM, held by such holder (such number of Surviving Entity shares shall be rounded to the nearest whole share), resulting in the issuance to such holders of a total of one hundred fifty-one

(151) shares of Surviving Common Stock. Upon the Effective Date of the Merger (defined below), all shares of AAP, APP and AFF common stock and the Membership Rights in APM shall automatically be canceled and shall cease to exist.

8. **Effective Date of Merger.** Subject to the provisions hereof, as soon as practicable after the adoption of this Agreement, the further procedures required to effectuate the Merger specified by the New Hampshire Business Corporation Act as being required to make the Merger effective under New Hampshire law shall be carried out and the Merger shall become effective as of January 1, 2015 (the "Effective Date") as specified in the Articles of Merger filed with the New Hampshire Secretary of State.

9. **Subsequent Actions.** If, after the effective date and time, the Surviving Entity shall consider that any deeds, bills of sale, assignments, assurances or any other actions are necessary or desirable to vest, perfect or confirm of record or otherwise in the Surviving Entity its right, title or interest in, to or under any of the rights, properties or assets of any of the Pre-existing Entities in connection with the Merger or otherwise to carry out this Agreement, the officers and directors of the Surviving Entity shall be authorized to execute and deliver, in the name of and on behalf of any or all of the Pre-existing Entities, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of each of such corporations or otherwise, all such other actions as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Entity or otherwise to carry out this Agreement.

10. **Abandonment.** This Agreement may be abandoned by appropriate mutual action of the Shareholders and Members of the constituent Parties at any time prior to the Effective Time of the Merger.

11. **General Provisions.**

**Scope.** This Agreement embodies the entire agreement between the Parties. There are no agreements, understandings, restrictions or warranties between the Parties other than as set forth herein.

**Amendment and Modification.** This Agreement may not be amended, modified or supplemented, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, signed on behalf of each of the Parties in interest at the time of the amendment.

**Interpretation.** The headings in this Agreement are for convenience of reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require.

**No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to or shall confer upon any individual, corporation, partnership, limited liability company, limited liability partnership, syndicate, person, trust, association, organization or other entity including any governmental authority, other than the Parties and their successors and permitted assigns, any legal or equitable right, benefit or remedy under or by reason of this Agreement.

Governing Law. This Agreement and all disputes or controversies arising out of or relating to this Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the New Hampshire, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of New Hampshire.

Submission to Jurisdiction. Each of the Parties irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement brought by any of the Parties, or its or their successors or assigns, shall be brought and determined in a New Hampshire court of appropriate venue or in a federal court sitting in New Hampshire (or, if such court lacks subject matter jurisdiction, in any appropriate New Hampshire State or federal court), and each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such action or proceeding arising out of or relating to this Agreement and the transactions contemplated hereby.

Each of the Parties agrees not to commence any action, suit or proceeding relating thereto except in the courts described above in New Hampshire, other than actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court as described herein. Each of the Parties hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby, (a) any claim that it is not personally subject to the jurisdiction of the courts in New Hampshire as described herein for any reason, (b) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of

judgment, execution of judgment or otherwise) and (c) that (i) the suit, action or proceeding in any such court is brought in an inconvenient forum, (ii) the venue of such suit, action or proceeding is improper or (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

**Assignment; Successors.** Neither this Agreement nor any rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise, by any party without the prior written consent of each of the Parties hereto.

**Enforcement.** The Parties agree that irreparable damage would occur in the event that any provision of this Agreement were not performed in accordance with its specific terms or were otherwise breached. Accordingly, each of the Parties shall be entitled to specific performance of the terms hereof, including an injunction(s) to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in any state or federal court, this being in addition to any other remedy to which any Party is entitled at law or in equity. Each of the Parties hereby waives (a) any defense in any action for specific performance that a remedy at law would be adequate and (b) any requirement under any law to post security as a prerequisite to obtaining equitable relief.

**Severability.** Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Agreement shall be reformed, construed and enforced in such

jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

Counterparts; Electronic Signature. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall be effective when one or more counterparts have been signed by each party and delivered to the other Parties. This Agreement may be executed by facsimile or electronically delivered signature and such signature shall constitute an original for all purposes.

*[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, ATLAS ADVANCED PYROTECHNICS, INC., ATLAS PYROVISION PRODUCTIONS, INC. and ATLAS FIREWORKS FACTORY, INC. have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

Witness:

Sara MacDonald

ATLAS ADVANCED PYROTECHNICS, INC.  
(a New Hampshire corporation)

By: Stephen T. Pelkey  
STEPHEN T. PELKEY, President

ATLAS PYROVISION PRODUCTIONS, INC.  
(a New Hampshire corporation)

Sara MacDonald

By: Sarah C Bergeron  
SARAH BERGERON, President

ATLAS FIREWORKS FACTORY, INC.  
(a New Hampshire corporation)

Sara MacDonald

By: Stephen T. Pelkey  
STEPHEN T. PELKEY, President

ATLAS PROPERTY MANAGEMENT, LLC  
(a New Hampshire limited liability company)

Sara MacDonald

By: Stephen T. Pelkey  
STEPHEN T. PELKEY, Sole Member

ATLAS PYROVISION ENTERTAINMENT GROUP, INC.

(a New Hampshire corporation)

Lara MacOmled

By: Sarah C Bergeron  
SARAH BERGERON, President

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